



CHANEL	0,626,035	May 1, 1956
CHANEL	0,901,190	November 10, 1970
CC Monogram	1,314,511	January 15, 1985
CHANEL	1,347,677	July 9, 1985
CC Monogram	1,501,898	August 30, 1988
CHANEL	1,733,051	November 17, 1992
CC Monogram	1,734,822	November 24, 1992
CC Monogram	3,025,934	December 13, 2005

which are registered in International Classes 6, 9, 14, 18, and 28 and are used in connection with the manufacture and distribution of, among other things, handbags and costume jewelry, including earrings.

3. The Defendants and their respective officers, agents, servants, employees, and all persons in active concert and participation with them are hereby permanently restrained and enjoined from intentionally and/or knowingly:

- A. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods; bearing the Chanel Marks;
- B. using the Chanel Marks in connection with the sale of any unauthorized goods;
- C. using any logo, and/or layout which may be calculated to falsely advertise the services or products of the Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with the Plaintiff;
- D. falsely representing herself as being connected with the Plaintiff, through sponsorship or association,

- E. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of the Defendants, are in any way endorsed by, approved by, and/or associated with the Plaintiff;
- F. using any reproduction, counterfeit, copy, or colorable imitation of the Chanel Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by the Defendants, including, without limitation, handbags and costume jewelry, including earrings;
- G. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent the Defendants' goods as being those of the Plaintiff, or in any way endorsed by the Plaintiff;
- H. offering such goods in commerce; and from otherwise unfairly competing with the Plaintiff.
- I. secreting, destroying, altering, removing, or otherwise dealing with the unauthorized products or any books or records which contain any information relating to the importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, renting or displaying of all unauthorized products which infringe the Chanel Marks; and
- J. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (A) through (I).

4. The Defendants consent to the entry of Final Judgment as to their for liability on all Counts of Chanel's Complaint in this proceeding.

5. The parties consent to the following briefing schedule regarding the issue of damages:

Stipulated Consent Final Judgment  
As to Liability And Permanent Injunction

Plaintiff's Memorandum.	20 days from entry of this Consent Partial Final Judgment
Defendants' Response:	20 days from the date of service of Plaintiff's Memorandum <sup>1</sup>
Plaintiff's Reply:	20 days from the date of service of Defendants' Response

6. The briefs shall address (i) Defendant's claim of entitlement to a jury trial on the issue of damages or, if a jury trial for some reason is not allowed under law, a non-jury trial or an evidentiary hearing on the issue of damages; and (ii) the Plaintiff's entitlement to damages pursuant to 15 U.S.C. §1117(c); the amount of damages to be awarded, if any; whether enhanced damages are appropriate based upon the intent of the Defendants; and Plaintiff's entitlement to an award of costs and attorney's fees and the amount thereof.

7. Any party shall have the right to seek sanctions for contempt, compensatory damages, injunctive relief, attorneys' fees, costs, and other relief deemed proper in the event of a violation or failure to comply with any of the provisions hereof. The prevailing party in any such proceeding shall be entitled to recover its attorney's fees and costs.

SO STIPULATED:

Dated this 14th day of March, 2008.

Plaintiff: Chanel, Inc.

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By: Stephen M. Gaffigan  
Stephen M. Gaffigan

<sup>1</sup> Time computation for Defendants' Response and Plaintiff's Reply will be docketed according to the terms of Rule 6(a), Fed.R.Civ.P.

Fla. Bar No. 025844

**Defendant:** Brigitte Vaughn, et al.

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By: Carl E. Person  
Carl E. Person (CP 7637)  
Counsel for Defendant, Linda Allen a/k/a  
Linda Rooney a/k/a Courtney Allen

SO ORDERED this 17<sup>th</sup> day of March, 2008.

Naomi Reice Buchwald  
NAOMI REICE BUCHWALD  
United States District Judge

Stipulated Consent Final Judgment  
As to Liability And Permanent Injunction